ALVORD AND ALVORD ATTORNEYS AT LAW

918 SIXTEENTH STREET, N W

SUITE 200 18417 Washington, D C

OF COUNSEL URBAN A. LESTER

\$ 64,60

ELIAS C ALVORD (1942) ELLSWORTH C ALVORD (1964)

20006-2973 (202) 393-2266 SEP 30 1993 · 45 4M

FAX (202) 393-215 ERSTATE COMMERCE COMMISSIO

SEP 30 1993 - 8 45 4M

September 30, 1993 SEP 30 1993 -8 45 AM INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

Mr. Sidney L. Strickland, Jr. Secretary Interstate Commerce Commission Washington, D.C. 20423

SEP 30 1993 - 10 14M

INTERSTATE COMMERCE COMMISSION

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) fully executed and acknowledged copies each of the Equipment Lease 1993-A, a primary document, and the Security Agreement-Trust Deed 1993-A, the Lease Supplement No. 1 and Security Agreement-Trust Deed 1993-A Supplement No. 1, all dated September 20, 1993, all secondary documents as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The names and addresses of the parties to the enclosed documents are:

Equipment Lease 1993-A and Lease Supplement (Amoco Chemical Trust 1993-A) No. 1

Lessor:

Shawmut Bank Connecticut, N.A., Trustee

777 Main Street

Hartford, Connecticut 06115

Lessee:

Amoco Chemical Company 200 East Randolph Drive Chicago, Illinois 60601

Mr. Sidney L. Strickland, Jr. September 29, 1993 Page 2

Security Agreement-Trust Deed 1993-A and Security Agreement-Trust Deed 1993-A (Amoco Chemical Trust 1993-A) No. 1

Debtor:

Shawmut Bank Connecticut, N.A., Trustee

777 Main Street

Hartford, Connecticut 06115

Secured Party:

LaSalle National Bank 135 South LaSalle Street Chicago, Illinois 60603

A description of the railroad equipment covered by the enclosed documents is set forth in Annex 1 attached to Lease Supplement No. 1.

Also enclosed is a check in the amount of \$64.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to the undersigned.

Very truly yours,

Robert W. Alvord

RWA/bg Enclosures

· 18417 B

AMOCO CHEMICAL TRUST 1993-A SEP 30 1993-6 45 444

LEASE SUPPLEMENT NO. 1 INTERSTATE COMMERCE COMMISSION

LEASE SUPPLEMENT NO. 1, dated September 30, 1993 (this "Supplement"), between AMOCO CHEMICAL COMPANY, a Delaware corporation (the "Lessee"), and SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, a national banking association, acting not in its individual capacity but solely as Trustee ("Trustee") under a Trust Agreement 1993-A which creates a trust referred to as Amoco Chemical Trust 1993-A, dated as of September 30, 1993, with BANC ONE EQUIPMENT FINANCE, INC., an Indiana corporation ("Owner").

WITNESSETH:

WHEREAS, the Trustee and the Lessee heretofore have entered into that certain Equipment Lease 1993-A, dated as of September 30, 1993 (herein, together with any amendments and supplements heretofore made thereto, the "Lease"); and

WHEREAS, the Lease provides for the execution and delivery on the Closing Date (such term and other defined terms in the Lease being herein used with the same meanings) of a Supplement thereto substantially in the form hereof;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Trustee and the Lessee agree as follows:

- 1.01 Acceptance and Lease. The Lessee hereby acknowledges and confirms that on the date hereof the Units described in Annex I hereto have been unconditionally accepted by the Lessee from the Trustee and are now leased under the Lease and have been marked in accordance with Section 5 of the Lease. The Units being accepted hereby are located in various jurisdictions, but none of the Units being accepted hereby is located in, or being accepted in, Chicago, Illinois.
- 1.02 <u>Periodic Rentals, Casualty Values and Termination Values</u>. Attached as Annex II and Annex III hereto are the Periodic Rentals and Casualty Values and Termination Values, respectively, for the Units covered by this Supplement.
- 1.03 Term. The Interim Term with respect to the Group A Units shall begin on the date of delivery and acceptance hereunder and, subject to the terms of Sections 7 and 10 of the Lease, shall terminate at 12:01 a.m. on the date that is six months less one day from the commencement of the Lease. The Interim Term with respect to the Group B Units shall begin on the

date of delivery and acceptance hereunder and, subject to the terms of Sections 7 and 10 of the Lease, shall terminate at 12:01 a.m. on December 28, 1993. The Base Term with respect to the Group A Units, subject to the provisions of Sections 7 and 10 of the Lease, shall be for 20 years commencing immediately upon the expiration of the Interim Term with respect to such Units. The Base Term with respect to the Group B Units, subject to the provisions of Sections 7 and 10 of the Lease, shall be for 19.5 years commencing immediately upon the expiration of the Interim Term with respect to such Units.

2. <u>Miscellaneous</u>. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Supplement may refer to the Lease without making specific reference hereto, but nevertheless all such references shall be deemed to include this Supplement unless the context thereof shall otherwise require.

This Supplement shall be construed in connection with and as a part of the Lease, and all terms, conditions and covenants contained therein, as herein modified, shall be and remain in full force and effect.

This Supplement may be executed in several counterparts, such counterparts together constituting but one and the same agreement. To the extent, if any, that this Lease Supplement constitutes chattel paper (as defined in the Uniform Commercial Code as in effect in any applicable jurisdiction), no security interest may be created through the transfer of any counterpart other than the "original" counterpart which is deemed to be the counterpart containing the receipt therefor executed by the Indenture Trustee on the signature page thereof.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers thereunto duly authorized, all as of the date first above written.

authorized, all as of the da	ite first above written.
LESSEE:	AMOCO CHEMICAL COMPANY
	ву:
100	Name: S.F. Gales
* * * * * * * * * * * * * * * * * * * *	Title: () ice Drysdent
	CORPORATE SEAL:
	CORPORATE SEAL:
~	
· ,	
	ATTEST:
	$()$ M_{-} ll
	By: Carrier Carrier
	Name: <u>C.C.C.V.(U.X.)</u> Title: <u>SC.L.U.L.</u>
	Title: Goldway
TRUSTEE:	CUALMUM DANK CONNECUTOUM
TRUSTEE:	SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, not in its
	individual capacity, but solely
	as Trustee
	Ву:
	Name:
	Title:
	CORPORATE SEAL:
	ATTEST:
	Page
	By: Name:
	Title:

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers thereunto duly authorized, all as of the date first above written.

LESSEE: AMOCO CHEMICAL COMPANY By: Name:_ Title:___ CORPORATE SEAL: ATTEST: By: _ Name: Title:____ SHAWMUT BANK CONNECTICUT, TRUSTEE: NATIONAL ASSOCIATION, not in its individual capacity, but solely as Trustee Name: _ Title: ASSISTANT VICE FRESIDENT

ATTEST:

CORPORATE SEAL:

y: W. R. Munroe
Title: Assistant Vice Breedown

STATE OF CONNECTICUST	ss
COUNTY OF HARTFORD	23
On this All of Sen	ote:

	- (
	On this Alk of September, 93, before me personally appeared ALAN E. COFFEY and W. R. Munros, to me
	personally known, who being by me duty sworn, say that they are
	ASSISTANT VICE PRESIDENT and Accident Vice President
	respectively of SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION,
	that said instrument was signed and sealed on behalf of said
	corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing
	instrument was the free act and deed of said corporation.
	instrument was the free act and deed of said corporation.
•••	A PAINT
•	Notary Public
ŕ	Notary Public
:	Notary Public
-	
	DAWN P. HEINTZ
, ·	INOTADITAT CEAT 1 NOTARY PUDITO
	MY COMMISSION EXPIRES MAY 31, 1997
	My commission expires:
	STATE OF ILLINOIS)
) SS
	COUNTY OF COOK)
	,
	On this day of September, 1993, before me personally
	appeared and, to me personally known, who being by me duly sworn, say that they
	are and , say that they
	respectively, of AMOCO CHEMICAL COMPANY, that said instrument was
	signed and sealed on behalf of said corporation on such day by
	authority of its Board of Directors, and they acknowledged that
	the execution of the foregoing instrument was the free act and
	deed of said corporation.
	Notary Public
	[NOTARIAL SEAL]
	My commission expires:

STATE OF)
COUNTY OF) SS
On this of September, 93, before me personally appeared and, to me
personally known, who being by me duly sworn, say that they are and
respectively of SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.
Walance Publish
Notary Public
[NOTARIAL SEAL]
My commission expires:
STATE OF ILLINOIS)
COUNTY OF COOK)
On this Alth day of September, 1993, before me personally appeared 5. F. Gates and E.C. MANNALL,
to me personally known, who being by me duly sworn, say that they are the fresident and sulfations,
respectively, of AMOCO CHEMICAL COMPANY, that said instrument was signed and sealed on behalf of said corporation on such day by
authority of its Board of Directors, and they acknowledged that
the execution of the foregoing instrument was the free act and deed of said corporation.
"OFFICIAL SEAL" Delica C. Kolinson
Debra J. Robinson Notary Public Notary Public
[NOTARIAL SEMIK]County My Commission Expires 10/21/94 [NOTARIAL SEMIK]County My Commission Expires 10/21/94
My commission expires:

ANNEX I (to Lease Supplement No. 1)

Description of Units

The units comprise (i) 142 covered hopper cars with a capacity of 5,800 cubic feet and with stub center sills and pneumatic discharge manufactured by ACF Industries, Inc., pursuant to that certain Purchase and Sale Agreement No. ACF930001, dated July 1, 1993 and (ii) 13 covered hopper cars with a capacity of 5,250 cubic feet and 100 tons and with stub center sills and fluidized butterfly discharge manufactured by ACF Industries, Inc., Specification No. 500P00555 dated September 1, 1992. Car numbers are listed on pages 2 and 3 to this Annex I.

I.	Cars w/Capacity of 5,800 Cubic Feet	Cars w/Capacity of 5,800 Cubic Feet	Cars w/Capacity of 5,800 Cubic Feet
	AMCX 108260	AMCX 108310	AMCX 108360
	AMCX 108261	AMCX 108311	AMCX 108361
	AMCX 108262	AMCX 108312	AMCX 108362
	AMCX 108263	AMCX 108313	AMCX 108363
	AMCX 108264	AMCX 108314	AMCX 108364
	AMCX 108265	AMCX 108315	AMCX 108365
	AMCX 108266	AMCX 108316	AMCX 108366
	AMCX 108267	AMCX 108317	AMCX 108367
	AMCX 108268	AMCX 108318	AMCX 108368
	AMCX 108269	AMCX 108319	AMCX 108369
	AMCX 108270	AMCX 108320	AMCX 108370
	AMCX 108271	AMCX 108321	AMCX 108371
	AMCX 108272	AMCX 108322	AMCX 108372
	AMCX 108273	AMCX 108323	AMCX 108373
	AMCX 108274	AMCX 108324	AMCX 108374
	AMCX 108275	AMCX 108325	AMCX 108375
	AMCX 108276	AMCX 108326	AMCX 108376
	AMCX 108277	AMCX 108327	AMCX 108377
	AMCX 108278	AMCX 108328	AMCX 108378
	AMCX 108279	AMCX 108329	AMCX 108379
	AMCX 108280	AMCX 108330	AMCX 108380
	AMCX 108281	AMCX 108331	AMCX 108381
	AMCX 108282	AMCX 108332	AMCX 108382
	AMCX 108283	AMCX 108333	AMCX 108383
	AMCX 108284	AMCX 108334	AMCX 108384
	AMCX 108285	AMCX 108335	AMCX 108385
	AMCX 108286	AMCX 108336	AMCX 108386
	AMCX 108287	AMCX 108337	AMCX 108387
	AMCX 108288	AMCX 108338	AMCX 108388
	AMCX 108289	AMCX 108339	AMCX 108389
	AMCX 108290	AMCX 108340	AMCX 108390
	AMCX 108291	AMCX 108341	AMCX 108391
	AMCX 108292	AMCX 108342	AMCX 108392
	AMCX 108293	AMCX 108343	AMCX 108393
	AMCX 108294	AMCX 108344	AMCX 108394
	AMCX 108295	AMCX 108345	AMCX 108395
	AMCX 108296	AMCX 108346	AMCX 108396
	AMCX 108297	AMCX 108347	AMCX 108397
	AMCX 108298	AMCX 108348	AMCX 108398
	AMCX 108299	AMCX 108349	AMCX 108399
	AMCX 108300	AMCX 108350	AMCX 108400
	AMCX 108301	AMCX 108351	AMCX 108401
	AMCX 108302	AMCX 108352	
	AMCX 108303	AMCX 108353	
	AMCX 108304	AMCX 108354	
	AMCX 108305	AMCX 108355	
	AMCX 108306	AMCX 108356	
	AMCX 108307	AMCX 108357	
	AMCX 108308	AMCX 108358	

AMCX 108359

AMCX 108309

II. Care w/Capacity of 5.250 Cubic Feet 5.250 Cubic Feet 5.250 Cubic Feet AMCX 106204 AMCX 106218

AMCX 106206 AMCX 106228

AMCX 106207 AMCX 106248

AMCX 106209 AMCX 106270

AMCX 106211 AMCX 106271

AMCX 106212 AMCX 106274

Periodic Rentals - Group B

The Purchase Price used to calculate the dollar equivalents of the Basic Rental is \$859,222.26; (%EC) means the Percentage of Purchase Price; provided that the Periodic Rental due on any due date with respect to the Group B Units shall be an amount equal to the percentage set forth opposite such date multiplied by the aggregate Purchase Price of the Group B Units then subject to the Lease.

				(1 EC)	(Z EC)	(2 EC)
Date	Arrears	Advence	Total	Arrears	Advance	Total
12/28/1993	-00					
4/28/1994	00			.000000	•	
12/28/1994	42440.86	.00	• •	7.248048	.000000	
4/28/1995	.00					
12/28/1995	42448. \$6	.00			-000000	7.268068
4/28/1994	.00	.00		.000000	.000000	.000000
12/28/1994	42448.84	-00	42448.84	7.248448	.000000	7.748048
4/28/1997	.00	-00	- 7 -		.000000	.000000
12/28/1997	42448.86	.00		7.248046	.000000	7.748048
6/28/1998	-00	.00		.000050	.000000	.000000
12/28/1498	42448.86	-00		7.268968	.000000	7,268048
4/28/1999	-00	17563.93	17543.93	. 600000	2.044166	2.044146
12/28/1999	44884.72	-00	44884.72	5.223701	-000000	5.223901
4/28/2000	.00	16712.82	16712.88	.000000	1.945117	1.945117
12/28/2000	45735.97	.00	45735.97	5.322750	.000000	5.322450
6/28/2001	15808.81	.00	13808.81	1.437898	. 200000	1.839898
12/28/2001	46640.04	.00	44440-04	5.428149	.000000	5,429149
6/28/2007	.00	21307.14	21307-14	.00000	2.479817	2.479817
12/28/2002	41141.72	.00	41141.72	4.788251	. 900000	4.788251
4/28/2003	.00	21644.30	21644.30	.00005	2.519057	2.519057
12/28/2003	44273,85	.00	44273.85	5.152782	,000000	5.152782
6/28/2004	.00	23339.49	23334.69	.000000	2.714374	2.716374
32/28/2004	52784.35	.00	\$7486.35	6.166780	.000000	4.166780
4/28/2003	.00	22884.17	22884.17	- 800000	2.463359	2.663359
12/28/2005	53441.86	. 80	53441.86	4.219775	.000000	4.217792
4/28/2004	-00	31474.86	11474.86	. 900000	1.335494	1.335494
12/78/2004	64851.16	.00	64851-16	7.547458	.000000	7.547658
6/28/2007	.00	9812.19	4812.14	.000000	1.141785	1.141985
12/28/2007	46513.64	.00	44513.84	7.741168	.000000	7.74114E
4/28/2008	.00	8045.44	\$045.94	.000000	. 436421	.436421
12/28/2008	48280.10	.00	49280.10	7.946733	.900000	7.946733
4/28/2009	.00	72213.66	72213.66	,000000	8.404536	8.404538
12/28/2009	4112,37	.00	4112.37	,478615	.000000	.478615
4/28/2010	.00	74403.22	74403.22	.00000	8.457368	8.65936B
12/28/2010	1922.81	.00	1422.01	.223785	-000000	. 223785
4/28/2011	.00	43450.31	43650.31	-000000	7.407898	7.407898
12/28/2011	12675.70	-00	12475.70	1.475753	.000000	1.475253
4/28/7012	.00	-00	-00	.000000	.000000	.000000
12/28/2012	74326.04	.00	74324.04	#.##3154	.000000	8.883154
4/28/2013	38143.03	.00	38163.02	4.441577	.000000	4,441877
	********	**********		********	******	*********
Total	990002.84	\$\$2023.24	1353055.15	112.320811	42.253574	157.474405

ANNEX III (to Lease Supplement No. 1)

Casualty Values: Termination Values - Group A

Values ere met of any errears rent due that day.

Pate	Termination Values	Stipulated Loss Values
29-Har-94	110.411086557	110.411086551
29-Sep-94	114.412101572	114.412101571
29-Har-95	111.024562117	111.024562117
29-5ep-93	114.371599901	114.371599901
29-Har-96	110.462505971	110.462505971
29-Sep-96	113.389893781	113.389893781
29-Har-97	109.118860381	109.118840381
29-5ep-9 7	111.739985331	111.739985331
29-Har -9 8	107.204854871	107.204854871
29-5ep-98	109.565220942	109.565220941
29-Har-99	104.760567461	104.760567461
29-5ep - 99	104.803525262	104.803525261
29-Har-2000	102.119869361	102.119869561
29-Sep-2000	102,566342621	102.566342621
29-Mar-2001	99.776929101	99.776929101
29-5ep-2001	100,222954061	100.222954067
29-Mar-2002	97.257329991	97.257329997
29-Sep-2002	97.707411681	97.707611687
29-Har-2003	94.575831581	94.575831581
29-Sep-2003	75.017122661	95.017122661
29-Rar-2004	91.717790593	91.717790592
29-Sep-2004	92.110468851	92.110468851
29-Mar-2005	87.038792921	87.038792921
29-Sep-2005 29-Mar-2006	88.920662811	88.920662811
	81.849947741	81.869947741 81.199820691
29-Sep-2006 29-Mar-2007	81.199820691	
29-Sep-2007	76.361380087 76.723972397	76.361380081 76.723972391
29-Bar-2008	70.63589084%	70.435890841
29-Sep-2008	71.078837111	71.078837111
29-Mar-2009	64.67397240%	64.673972401
29-Sep-2009	57.655776401	57.695776401
29-Har-2010	58.248712657	58.248712457
29-Sep-2010	50.859008262	50.859008261
29-Mar-2011	51.575554057	51.575554052
29-Sep-2011	43.802013352	43.802013351
29-Mar-2012	44.642142093	44.662142071
29-Sep-2012	42.691959301	42.691959301
29-Mar-2013	37.607864412	37.607864411
29-Sep-2013	38.418611532	38.418411532
29-Mar-2014	30.116049512	30.114049511

Casualty Values: Termination Values - Group B

Values are not of any errears rest due that day.

Date	Teraination Values	Stipulated Loss Values
28-Bec-93	108.334187031	108.334187031
28-Jun - 94	112.495174081	112.49517408I
28-Dec-94	109.131705931	109.131705951
28-Jun-95	112.604841012	112.604841017
28-Dec-75	108.664491062	108.664491067
28-Jun-96	111.67894284%	111.678942847
28-Dec-96	107.350853837	107.350853831
28-Jun-97	110.031247851	110.031247852
28-Dec-97 29-Jun-98	105.420892817 107.844865751	107.944865751
28-2011-78 28-Dec-98	102,971085191	102.971085191
28-Jun-79	105.123462321	105.123462327
28-Dec-99	99.915103887	79.915103887
28-Jun-2000	102.243478163	102.243478163
28-Dec-2000	97.354758061	97.35475806T
28-Jun-2001	97.787851427	97.787851421
28-Dec-2001	94.650138932	94.650138931
28-Jun-2002	96.842797911	96.842797911
28-Det-2002	91.754545332	91.754545331
20-Jun-2003	93.848890941	93.848890961
28-Dec-2003	88.256987961	88.256987961
28-Jun-2004	90.216173672	90.216173671
28-Dec-2004	83.27223051%	83.272230517
28-Jun-2005	85.081018391	85.081018391
28-Dec-2005	77.487435841	77.987635842
28-Jun-2006	79.654140107	79.654140101 72.473601081
28-Det-2006	72.473601081 74.017803802	74.017805801
28-Jun-2007 28-Det-2007	66.721748761	66.721748761
28-Jun-2008	AB.145335481	48.145335483
28-Dec-2008	40.736223023	40.736223021
28-Jun-2009	62.04209364%	62.042093642
28-Dec-2009	54.285807512	54.285907511
28-Jan-2010	55.472739097	55.472739092
28-Dec-2010	47.591876132	47.591876131
28-Jun-2011	48.664273201	48.664273201
28-Dec-2011	40.705831867	40.705831B6I
28-Jun-2012	41.648145407	41.64B14540I
28-Dec-2012	33.767838901	33.767838901
28-Jun-2013	30.08972912%	30.089729121
28-Jpn-2013	30.000000001	10000000000

Casualty Values: Termination Values - Group B

Values are not of any arrears rest due that day.

Date	Termination Values	Stipulated Loss Values
28-Dec-93	108.334187032	108.334187031
28-Jun-94	112.495174081	112.49517406I
28-Dec-94	109.13170595%	109.131705951
29-Jun-95	117.60484101%	112.604841017
28-Dec-95	108.664491061	108.66449106I
28-Jun-96	111.678942841	111.678942841
28-Dec-96	107.350853837	107.350853831
28-Jun-97	110.031247851	110.031247852
28-Det-97	105.420892817	105.420892811
28-Jun-98	107.844865751	107.944863737
20-Dec-98	102.971085191	102.971085191
28-Jun-99	105.123462321	105.123462327
28-Dec-99	99.915103881	99,915103881
28-Jun-2000	102.243478162	102.243478163
28-Dec-2000	97.354758061	97.354758061
28-Jun-2001	97.787851421	97.787851421
28-Dec-2001	94.650138932	94.650138931
28-Jun-2002	96.842797911	96.842797911
28-Der-2002	91.754545332	91.754545331
28-Jun-2003	93.848890942	93.84889096I 88.25698796I
28-Der-2003	88.256987961	
28-Jun-2004	90.216173677	90.216173671
28-Dec-2004	83,272230517	83.272230511
28-Jun-2005	85.081018391	85.061018391 77.987635842
28-Dec-2005	77.987435841	79.654140101
28-Jun-2006	79.654140107	72.473601081
28-Dec-2006	72.473601081 74.017803801	74.017805801
28-Jun-2007 28-Dec-2007	46.721748763	66.721748761
28-Jun-2008	A8.14533548I	48.145335481
28-Dec -2008	40.736223021	60.736223023
29-Jun-2009	62.042093641	62.042093641
28-Dec-2009	54.285807512	54.285807517
28-Jan-2010	55.472739097	55.472739091
28-Det-2010	47.591876131	47.591874131
28-Jun-2011	48.664273202	48.664273201
28-Dec-2011	40.705831867	40.705831861
28-Jun-2012	41.648145402	41.648145401
28-Dec-2012	33.767838901	33.767838901
28-Jun-2013	30.089729121	30.089729171
28-Jpn-2013	30.000000001	10000000001